

IN THE CIRCUIT COURT OF THE 15<sup>th</sup>  
JUDICIAL CIRCUIT, IN AND FOR  
PALM BEACH COUNTY, FLORIDA

Case No.:

TERESA BROOKES,

Plaintiff,

vs.

LYFT, INC., LYFT FLORIDA, INC.,  
THE HERTZ CORPORATION, and WILKY  
ILET,

Defendants.

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**COMPLAINT**

Plaintiff, TERESA BROOKES, sues Defendants, LYFT, INC. (“LYFT, INC.”), LYFT FLORIDA, INC. (“LYFT FLORIDA”), THE HERTZ CORPORATION (“HERTZ”), and WILKY ILET (“ILET”), and alleges as follows:

1. This is an action for damages exceeding the sum of fifteen thousand dollars (\$15,000.00), exclusive of interest, costs, and attorney’s fees.
2. At all times material hereto, Plaintiff, TERESA BROOKES, was a resident of Palm Beach County, Florida.
3. At all times material hereto, Defendant, ILET, was a resident of Palm Beach County, Florida.
4. At all times material hereto, Defendant, LYFT, INC., was and is a foreign corporation organized under the laws of the State of Delaware, was and is authorized to transact

business in the State of Florida, and was and is engaged in substantial and not isolated business activities in Florida

5. At all times material hereto, Defendant, LYFT FLORIDA, was and is a foreign corporation organized under the laws of the State of Delaware, was and is authorized to transact business in the state of Florida, and was and is engaged in substantial and not isolated business activities in Florida.

6. At all times materials hereto, Defendant, HERTZ, was and is a foreign corporation organized under the laws of the State of Delaware, was and is authorized to transact business in the State of Florida, and was and is engaged in substantial and not isolated business activities in Florida.

7. At all times material hereto, Defendant, ILET, operated a 2017 Kia Optima, VIN 5XXGT4L3XHG129831 (hereinafter “Kia”), with the permission and consent of its owner, Defendant, HERTZ, and with the permission and consent of, and for the benefit of, Defendants, LYFT FLORIDA, LYFT, INC, and HERTZ.

8. Defendant, ILET, acquired the Kia through Lyft Express Drive, a partnership between Defendants, LYFT, INC., LYFT FLORIDA, and HERTZ, which permitted ILET to drive the Kia (hereinafter the “Hertz vehicle”), owned by Defendant, HERTZ, for the benefit of LYFT, INC., LYFT, FLORIDA, and HERTZ.

9. On or about January 4, 2019, Defendant, ILET, operated the Kia southbound on State Road A1A at or near the intersection of Cocoanut Walk in Palm Beach, Florida.

10. At the above time and place, Defendant, ILET, negligently operated the Hertz vehicle by failing to use due care, failing to keep a proper look-out, failing to yield the right of way, failing to maintain control of the Hertz vehicle, and failing to maintain attention to the

roadway, which resulted in ILET striking Plaintiff, TERESA BROOKES, as she lawfully crossed State Road A1A at or near the intersection of Cocoanut Walk in Palm Beach, Florida.

11. Venue is proper in Palm Beach County as the tortious acts giving rise to the complaint herein occurred in Palm Beach County, Florida.

## **COUNT I**

### **Negligence Claim Against Defendant, WILKY ILET**

12. Plaintiff, Teresa Brookes, realleges the allegations of paragraphs 1 through 5 and 7 through 10 above, and incorporate the same by reference herein.

13. As a direct and proximate result of the negligence of ILET, the Plaintiff, TERESA BROOKES, suffered bodily injury and resulting pain and suffering, disability or physical impairment, disfigurement, mental anguish, loss of capacity for the enjoyment of life, aggravation of a pre-existing condition, medical and nursing care and treatment, lost wages and loss of ability earn money. These losses are either permanent or continuing and Teresa Brookes will continue to suffer these losses in the future.

WHEREFORE, Plaintiff, TERESA BROOKES, demands judgment for damages against the Defendant, WILKY ILET, and such other relief the Court deems just and proper. Plaintiff further demands a trial by jury of all issues so triable.

## **COUNT II**

### **Negligence Claim Against Defendants, Lyft, Inc., and Lyft Florida, Inc. — Actual Agency**

14. Plaintiff, TERESA BROOKES, realleges the allegations of paragraphs 1 through 5 and 7 through 10 above and incorporates the same by reference herein.

15. Defendants, LYFT, INC. and LYFT FLORIDA, are transportation network companies that develop, market, and operate the “Lyft” mobile application (“app”) which allows

potential customers/passengers (“Customers”) with smartphones to submit a request for a Lyft-driver which is then routed to Lyft-drivers who use individually acquired vehicles to provide transportation to Customers.

16. LYFT, INC., and LYFT FLORIDA receive a credit card payment from the Customer at the end of the ride for the entirety of the fare, retain a significant portion of the fare, and then remit a portion of it to the driver who transported the Customer. Lyft’s drivers provide an essential service and are an essential component of its business of providing transportation services to Customers.

17. LYFT, INC., and LYFT FLORIDA hire its drivers and then exercise, or have a contractual right to exercise, significant control over them, including but not limited to, unilaterally setting the rates that they can charge, unilaterally determining the portion of the payment remitted to drivers to compensate them for their services, requiring them to comply with their policies regarding personal conduct and vehicle maintenance, and prohibiting them from soliciting rides from Customers who do not use the Lyft app.

18. As a result of such control, Lyft drivers, including ILET, are actual agents of LYFT, INC. and LYFT FLORIDA when they are transporting Customers who request transportation using the Lyft app.

19. At the time of the January 4, 2019 crash, ILET was acting within the course and scope of that agency with LYFT, INC. and LYFT FLORIDA.

20. As a direct and proximate result of the negligence of ILET, for which LYFT, INC., and LYFT FLORIDA are liable, Plaintiff, TERESA BROOKES, suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, aggravation of a pre-existing condition, medical and nursing care and treatment,

lost wages and loss of ability to earn money. These losses are either permanent or continuing and TERESA BROOKES will continue to suffer these losses in the future.

WHEREFORE, the Plaintiff, TERESA BROOKES, demands judgment for damages against Defendants, LYFT, INC., and LYFT FLORIDA, INC., and all other relief the Court deems just and proper. Plaintiff further demands a trial by jury of all issues so triable.

### **COUNT III**

#### **Negligent Hiring of an Independent Contractor Claim Against Defendants, Lyft, Inc. and Lyft Florida, Inc.**

21. The Plaintiff, TERESA BROOKES, realleges the allegations of paragraphs 1 through 5, 7 through 10, and 15 through 16 above and incorporate the same by reference herein.

22. Alternative to Count II of this Complaint, at the time of the crash, ILET was an independent contractor of LYFT, INC., and LYFT FLORIDA.

23. In selecting Defendant, ILET, as an independent contractor to transport passengers using the Lyft app, LYFT, INC., and LYFT FLORIDA had a duty to use reasonable care to perform an appropriate investigation into his background, employment history, and driving record, but they breached that duty in that they failed to:

- a. require ILET to complete a detailed job application;
- b. obtain his complete driving record;
- c. contact former employers;
- d. take other steps to determine whether he was a reasonably safe driver.

24. If either LYFT, INC., and LYFT FLORIDA had taken these steps, then LYFT, INC., and LYFT FLORIDA would have determined that ILET was not a qualified driver and would not have engaged him as a driver.

25. As a direct and proximate result of the negligence of ILET, for which LYFT, INC. and LYFT FLORIDA is liable, Plaintiff, TERESA BROOKES, suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, aggravation of a pre-existing condition, medical and nursing care and treatment, lost wages and loss of ability to earn money. These losses are either permanent or continuing and TERESA BROOKES will continue to suffer these losses in the future.

WHEREFORE, the Plaintiff, TERESA BROOKES, demands judgment for damages against Defendant, LYFT, INC. and LYFT FLORIDA, INC., and all other relief the Court deems just and proper. Further, Plaintiff demands a trial by jury of all issues so triable.

#### **COUNT IV**

##### **Negligence Claim Against Defendants, Lyft, Inc., Lyft Florida, Inc., The Hertz Corporation, and WILKY ILET — Joint Venture**

26. The Plaintiff, TERESA BROOKES, realleges the allegations of paragraphs 1 through 10, and 15 through 16, and incorporate the same by reference herein.

27. As integral parts of the business models of LYFT, INC. and LYFT FLORIDA, the companies, along with ILET and HERTZ, combined their resources and efforts to provide transportation services to users of the Lyft app, with ILET contributing his driving services and HERTZ contributing the use of the Hertz vehicle, and LYFT, INC., and LYFT FLORIDA contributing the use of the Lyft app and, among other things, their marketing and advertising of the Lyft app.

28. At all times material hereto, LYFT, INC., LYFT FLORIDA, HERTZ, and ILET had a common financial interest in a successful operation of the transportation-for-hire business and additionally had a common right to control aspects of the venture.

29. At all times material hereto, LYFT, INC., LYFT FLORIDA, HERTZ, and ILET had a common right to share in the profits and losses of the venture, as they shared in fares paid by users of the Lyft app, which depended on the successful operation of the Lyft app, ILET'S driving services, and HERTZ's provision of a working vehicle.

30. As a result of their combination of resources, common financial interests, and common rights to share in the profits of the venture, LYFT, INC., LYFT FLORIDA, HERTZ, and ILET were engaged in a joint venture.

31. As a direct and proximate result of the negligence of ILET, for which LYFT, INC., LYFT FLORIDA, and HERTZ are liable as entities engaged in a joint venture, the Plaintiff, TERESA BROOKES, suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, aggravation of a pre-existing condition, medical and nursing care and treatment, lost wages and loss of ability to earn money. These losses are either permanent or continuing and TERESA BROOKES will continue to suffer these losses in the future.

WHEREFORE, the Plaintiff, TERESA BROOKES, demands judgment for damages against Defendants, LYFT, INC., LYFT FLORIDA, INC., and THE HERTZ CORPORATION, and all other relief the Court deems just and proper. Plaintiff further demands a trial by jury of all issues so triable.

### **COUNT V**

#### **Direct Negligence Claim Against Defendants, Lyft, Inc., and Lyft Florida**

32. Plaintiff, TERESA BROOKES, realleges paragraphs 1 through 5, and 7 through 10, and incorporate the same by reference herein.

33. LYFT, INC., and LYFT, FLORIDA were at all times relevant to this suit, and now are, engaged in the business of providing transportation services to potential Customers with smartphones, who submit a request for a Lyft-driver which is routed to Lyft-drivers who use individually acquired cars to provide transportation to Customers.

34. Customers of LYFT, INC., and LYFT FLORIDA submit a request for a driver by accessing the Lyft app and requesting a driver. After the Customer requests a Lyft driver the app alerts a nearby Lyft driver, such as ILET, of the request via a notification on the app, and requires the Lyft driver to accept the request within fifteen (15) seconds before the request is sent to another driver registered with the app. Once the Lyft driver accepts the Customer's request the driver must timely travel to the Customer's location to pick up the Customer.

35. If the Lyft driver, such as ILET, does not timely travel to the Customer's location after accepting the request, the Customer may cancel the request and the Lyft driver, LYFT, INC., and LYFT FLORIDA will lose the fare.

36. Lyft drivers are able to view on the Lyft app where Customers are located, and are therefore incentivized to drive toward locations where Customers are concentrated and to maintain attention to the Lyft app for this location information while driving a motor vehicle.

37. LYFT, INC. and LYFT FLORIDA owed a duty to the general public and specifically to TERESA BROOKES to exercise reasonable care in the operation of its business; specifically to operate its ridesharing business through the use of technology that promotes safe driving by Lyft drivers, such as ILET.

38. LYFT, INC. and LYFT FLORIDA breached its duty to TERESA BROOKES in that the aforementioned Lyft companies, among other actions and inactions:



- a. Failed to prevent the app from being operated by the Lyft driver while the Lyft driver was driving;
- b. Failed to include adequate information or warnings to Lyft drivers that operation of the app while driving would cause distracted driving;
- c. Promoted reckless driving by requiring Lyft drivers to respond to Customers' requests for driving services in a limited period of time;
- d. Promoted distracted driving by requiring Lyft drivers to respond to Customers' requests for driving services in a limited period of time;
- e. Promoted driving at excess speed;
- f. Promoted driving while exhausted.

39. As a direct and proximate result of the negligence of LYFT, INC., and LYFT FLORIDA, INC., Plaintiff, TERESA BROOKES, suffered bodily injury and resulting pain and suffering, disability or physical impairment, disfigurement, mental anguish, loss of capacity for the enjoyment of life, aggravation of a pre-existing condition, medical and nursing care and treatment, lost wages and loss of ability to earn money. These losses are either permanent or continuing and TERESA BROOKES will continue to suffer these losses in the future.

WHEREFORE, the Plaintiff, TERESA BROOKES, demands judgment for damages against Defendant, LYFT, INC. and LYFT FLORIDA, INC., and all other relief the Court deems just and proper. Plaintiff further demands a trial by jury of all issues so triable.

#### **COUNT VI**

#### **Direct Negligence Claim Against Defendants, Lyft, Inc., and Lyft Florida for Negligent Design of Rideshare Application**

40. Plaintiff, TERESA BROOKES, realleges paragraphs 1 through 5, and 7 through 10, and incorporate the same by reference herein.

41. LYFT, INC., and LYFT, FLORIDA were at all times relevant to this suit, and now are, engaged in the business of designing and placing into the stream of commerce a digital application for sale to, and use by, members of the public, including the Lyft application used by ILET.

42. Customers of LYFT, INC., and LYFT FLORIDA submit a request for a driver by accessing the Lyft app and requesting a driver. After the Customer requests a Lyft driver the app alerts a nearby Lyft driver, such as ILET, of the request via a notification on the app, and requires the Lyft driver to accept the request within fifteen (15) seconds before the request is sent to another driver registered with the app. Once the Lyft driver accepts the Customer's request the driver must timely travel to the Customer's location to pick up the Customer.

43. If the Lyft driver, such as ILET, does not timely travel to the Customer's location after accepting the request, the Customer may cancel the request and the Lyft driver, LYFT, INC., and LYFT FLORIDA will lose the fare.

44. Lyft drivers are able to view on the Lyft app where Customers are located, and are therefore incentivized to drive toward locations where Customers are concentrated and to maintain attention to the Lyft app for this location information while driving a motor vehicle.

45. LYFT, INC. and LYFT FLORIDA owed a duty to the general public and specifically to TERESA BROOKES to exercise reasonable care in the design of its app. LYFT, INC. and LYFT FLORIDA failed to exercise reasonable in the design of the app because, as designed, it was capable of causing serious personal injuries such as those suffered by TERESA BROOKES.

46. LYFT, INC. and LYFT FLORIDA breached its duty to TERESA BROOKES in that the aforementioned Lyft companies, among other actions and inactions:

- g. Failed to prevent the app from being operated by the Lyft driver while the Lyft driver was driving;
- h. Failed to include adequate information or warnings to Lyft drivers that operation of the app while driving would cause distracted driving;
- i. Promoted reckless driving by requiring Lyft drivers to respond to Customers' requests for driving services in a limited period of time;
- j. Promoted distracted driving by requiring Lyft drivers to respond to Customers' requests for driving services in a limited period of time;
- k. Promoted driving at excess speed;
- l. Promoted driving while exhausted.

47. As a direct and proximate result of the negligence of LYFT, INC., and LYFT FLORIDA, INC., Plaintiff, TERESA BROOKES, suffered bodily injury and resulting pain and suffering, disability or physical impairment, disfigurement, mental anguish, loss of capacity for the enjoyment of life, aggravation of a pre-existing condition, medical and nursing care and treatment, lost wages and loss of ability to earn money. These losses are either permanent or continuing and TERESA BROOKES will continue to suffer these losses in the future.

WHEREFORE, the Plaintiff, TERESA BROOKES, demands judgment for damages against Defendant, LYFT, INC. and LYFT FLORIDA, INC., and all other relief the Court deems just and proper. Plaintiff further demands a trial by jury of all issues so triable.

## **COUNT VII**

### **Strict Liability Defective Design Claim Against Defendants, Lyft, Inc., and Lyft Florida**

48. Plaintiff, TERESA BROOKES, realleges paragraphs 1 through 5, 7 through 10, paragraphs 15 through 16, and paragraphs 33 through 38, and incorporate the same by reference herein.

49. Plaintiff, TERESA BROOKES, claims that LYFT, INC., and LYFT FLORIDA are liable to Plaintiff under the theory of strict products liability.

50. LYFT, INC. and LYFT FLORIDA were at all times relevant to this suit, and now are, engaged in the business of designing and placing into the stream of commerce a digital application for sale to, and use by, members of the public, including the Lyft application used by ILET. The application was defective and unreasonably dangerous when it entered into the stream of commerce.

51. The Lyft application was unreasonably dangerous because, as designed, the application requires Drivers, including ILET, to repeatedly take their eyes off of the roadway while driving in order to search for Customers requesting transportation services and respond to requests for transportation services. Based upon information and belief, this fact was known and/or should have been known to Lyft at the time the application was placed into the stream of commerce.

52. The defective and unreasonably dangerous nature of the Lyft app was a producing cause of TERESA BROOKE'S injuries and/or damages in that it caused ILET to maintain attention to the Lyft app, rather than the roadway, where TERESA BROOKES legally crossed.

53. As a direct and proximate result of those deviations and departures from the standard of care, Plaintiff, TERESA BROOKES, suffered bodily injury and resulting pain and

suffering, disability or physical impairment, disfigurement, mental anguish, loss of capacity for the enjoyment of life, aggravation of a pre-existing condition, medical and nursing care and treatment, lost wages and loss of ability to earn money. These losses are either permanent or continuing and TERESA BROOKES will continue to suffer these losses in the future.

WHEREFORE, Plaintiff, TERESA BROOKES, demands judgment for damages against Defendants, LYFT, INC. and LYFT FLORIDA, INC., and all other relief the Court deems just and proper. Plaintiff further demands a trial by jury of all issues so triable.

Dated this 11<sup>th</sup> day of April, 2019.

*/s/ Jeanmarie Whalen*  
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